

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this 22nd day of February, 2022, by and between Story County, Iowa, and the City of Huxley, Iowa, and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Huxley has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Huxley agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July, 2022 and shall continue for one (1) year ending on June 30, 2023. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each October and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Huxley for its dispatching services at a rate of \$6.43 per capita based on the 2020 census figure of 4,244 for Huxley and 827 for the City of Cambridge, combined population of 5,071, for an annual fee of \$32,606.53. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the Cities of Huxley and Cambridge and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Huxley and Cambridge Wastewater Treatment Plant and transmit same to said department.

The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Huxley Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Huxley Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Huxley Police Department.
6. The Sheriff agrees to provide and allow the Huxley Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Huxley Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Huxley or his duly authorized agents or police officers, for violation of the city ordinances of Huxley and Cambridge, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Huxley Police Department to the Iowa Division of Criminal Investigation and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Huxley Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Huxley Police Department.
10. The City of Huxley agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Huxley and City of Cambridge ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Huxley will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance

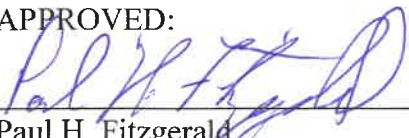
thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.

13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall be acquired which would require disposition upon the termination of this agreement.
14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Huxley, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
15. As joint co-administrators the duly elected Sheriff of Story County, Iowa and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa, and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
18. Any amendments or addendums to this Agreement shall be created and passed in the same manner and with reference made to this original document.
19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political
subdivision of the State of Iowa

Story County Board of Supervisors

ATTEST: _____
Story County Auditor

APPROVED: _____

Paul H. Fitzgerald
Story County Sheriff

CITY OF HUXLEY, IOWA
a municipal corporation

Kevin Deaton
Mayor, City of Huxley

Rita Conner
Huxley City Administrator



Resolution No. 22-016

RESOLUTION APPROVING STORY COUNTY DISPATCHING SERVICES CONTRACT

WHEREAS, the City of Huxley has need of dispatch services for telephone and radio messages to be received by the Police Department in Huxley and Cambridge; and

WHEREAS, Story County has provided terms of a contract for dispatching services on a 24 hour per day basis; and

WHEREAS, the City of Huxley provides law enforcement services to the City of Cambridge by a separate agreement between the two jurisdictions and which is currently under discussion by the two jurisdictions, which includes the cost of dispatch services as provided by Story County;

WHEREAS, the cost for service is based on a per capita formula using the 2020 Census population numbers of 4,244 for Huxley and 827 for Cambridge for a total of 5,071; and

WHEREAS, the total amount of the annual contract is \$32,606.53 and will be paid in quarterly installments on July 1, October 1, January 1 and April 1 in the 2022 fiscal year.

NOW, THEREFORE, BE IT RESOLVED, the contract for dispatching services with Story County is hereby approved, with the provision that the obligation to the City of Huxley to pay the amount of the dispatch services contract for the City of Cambridge is pending approval of the law enforcement services agreement between those two jurisdictions.

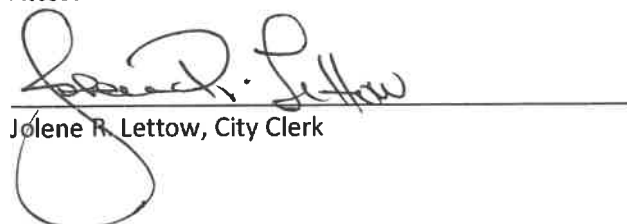
PASSED AND APPROVED the 22nd day of February 2022.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Niko Pilcher	X		
David Kuhn	X		
Tracey Roberts	X		
Kevin Thompson	X		
Rory Echer	X		



Kevin Deaton, Mayor

Attest:


Jolene R. Lettow, City Clerk